

RECORDING REQUESTED BY:

United States Air Force
Air Force Real Property Agency
3411 Olson Street
McClellan, CA 95652

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region 4
5796 Corporate Ave
Cypress, CA 90630
Attention: John Scandura, Branch Chief
Southern California Operations Branch
Office of Military Facilities

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Parcel I-3, former March Air Force Base, County of Riverside, DTSC Site Code 400090)

This Covenant and Agreement ("Covenant") is made by and between United States Air Force (the "Covenantor"), the current owner of Parcel I-3 of the former March Air Force Base situated in Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, that the use of the

Property be restricted as set forth in this Covenant, and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1, subdivisions (a), (b), (d) and (i).

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, generally known as Parcel I-3 and totaling approximately 101.23 acres, contains open space, a landfill, and a water pump station. The Property is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at the former March Air Force Base in the area now generally bounded by Van Buren Boulevard on the North, Plummer Road on the west, Village West Drive on the east, and 11th Street on the South in the County of Riverside, State of California.

1.02. Site 6 – Landfill 4. In November 1989 the former March Air Force Base was placed on the United States Environmental Protection Agency's (USEPA's) National Priority List (NPL) of hazardous waste sites under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601-9675. The Property, including Site 6, is located within the closed portion of the former March Air Force Base. Environmental investigation and selected remedies for Site 6 are provided in March Air Force Base's Operable Unit 2 Record of Decision which was approved by the Air Force, USEPA, Santa Ana Regional Water Quality Control Board, and the Department in April 2004. The Supplemental Environmental Baseline Survey Report for the former March Air Force Base Parcel I-3 (March 2006) identifies Site 6 as having been a disposal site for household waste, demolition debris, and possibly of oils, solvents, paints, and pesticide residues from the base from the early 1950s through the 1980s. Site 6 comprises three discrete areas: Site 6a (approximately 15 acres) the location of the main former landfill area; Site 6b Quarry (approximately 0.6 acre) the location of a former quarry; and Site 6b Pond (approximately 2.6 acres) the location of a pond. The March Air Force Base Operable Unit 2 Record of Decision requires that

institutional controls be placed upon Site 6 for the protection of public health and the environment. Details of the restrictions and continuing operation and maintenance of the former landfill area are described in Article IV of this Covenant. The Site 6 restricted portion of the Property is more particularly described in Exhibit "B", which is attached and incorporated by this reference.

1.03. Site 6 Remedial Action. The March Air Force Base Operable Unit 2 Remedial investigation/Feasibility Study Report (July 1997) reveals that polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyl (PCB), pesticides, herbicides, and dioxins were detected in soil and groundwater. A removal action conducted in 1995 removed approximately 63,000 cubic yards of waste. Two engineered waste cells were later constructed at Site 6a and waste consolidation was completed in late 1996. The cells were sealed with an impermeable cover. Three new groundwater monitoring wells were added along the perimeter for long-term monitoring. After the removal action, confirmation sampling results indicated that Site 6b had been cleaned to levels protective of human health and the environment. No restriction on future land use is required for Site 6b Quarry and Site 6b Pond. The continuation of the operation and maintenance of the landfill cap and land use restrictions were selected as the final remedies for this site, as specified in the final Operable Unit 2 Record of Decision (April 2004).

1.04. Site 6 Risk Assessment Information. As described in the Operable Unit 2 Record of Decision (April 2004), a capping system was placed over the waste cells containing the consolidated waste and soil to prevent infiltration of surface water and subsurface migration of contaminants. According to the Operable Unit 2 Record of Decision, the removal action at Site 6a (landfill) has eliminated the potential for migration of contaminants to groundwater. The capping system also isolates the contained waste material from potential human and ecological receptors. Restrictions and continuing operation and maintenance at Site 6a are necessary to prevent future exposures to the waste material. For Site 6b Quarry and 6b Pond, the result of confirmation samples indicates that these Sites no longer pose a threat to human

health above the risk management range identified in the National Contingency Plan (NCP), 40 C.F.R. Part 300, and no further action is required for the Site 6b locations.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions

that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions

3.04. Incorporation into Deeds and Leases This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be

provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. Site 6, as defined in Exhibit "B", shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for human care.
- (c) A public or private school for persons under 18 years of age.
- (d) A day care center for children.

4.02. Soil Management for Site 6.

- (a) The Owner shall not conduct or allow others to conduct at Site 6 any construction, excavation, drilling, grading, removal, trenching, filling earth movement, mining, or planting that would disturb the soil or the landfill cover, including the vegetative cap, or the injection or release of water or other fluids except for the purpose of monitoring groundwater or landfill gas.

- (b) The Owner shall not conduct or allow others to conduct at Site 6 activities resulting in any contaminated soils brought to the surface by grading, excavation, trenching or backfilling. These activities shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating at Site 6.

4.03. Prohibited Activities. The following activities shall not be conducted at Site 6:

- (a) extraction of groundwater from the property for any purpose other than monitoring.
- (b) activities that would cause disturbance or removal of fencing or signs intended to exclude the public from the landfill.
- (c) activities that would cause the surface application of water (e.g. irrigation) to the extent that the integrity of the landfill is impacted and injection of water or other fluids that might affect groundwater flow direction.
- (d) activities that would cause disturbance of any landfill equipment and systems, including the leachate collection system, the groundwater monitoring systems, and settlement monuments, or the drainage, sub-drainage, or erosion controls for the landfill cover.
- (e) activities that limit access to any landfill equipment and systems, including the leachate collection system, the groundwater monitoring systems, and settlement monuments, or the drainage, sub-drainage, or erosion controls for the landfill cover.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Work Plan, Operable Unit 2, Site 6., Landfill No 4 dated 1999 shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance is required.

ARTICLE V ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue enforcement actions as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233

6.02 Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Dexter J. Cochnauer, Senior Representative
 Western Region Execution Center
 Air Force Real Property Agency
 3411 Olson Street
 McClellan, CA 95652-1003

To Department: John Scandura, Branch Chief
 Southern California Operations Branch
 Office of Military Facilities
 Department of Toxic Substances Control
 5796 Corporate Ave
 Cypress, CA 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15th of each year. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant

Covenantor:

By:

Title: Dexter J. Cochnauer
Dexter J. Cochnauer, Senior Representative
Western Region Execution Center
Air Force Real Property Agency

Date: September 25, 2006

Department of Toxic Substances Control

By:

Title: John Scandura
John Scandura, Branch Chief
Office of Military Facilities
Southern California Operations Branch

Date:

Oct. 4, 2006

STATE OF CALIFORNIA)

)

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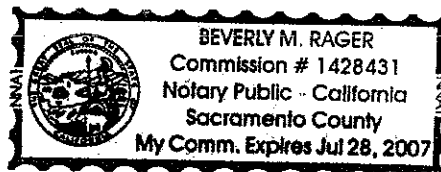
COUNTY OF ~~RIVERSIDE~~ Sacramento)

On this 25th day of September 2006 before me Beverly M. Rager,
a notary public, personally appeared Dexter J Cochnauer, personally known to me (or
~~proved to me on the basis of satisfactory evidence~~) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the entity
upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Signature

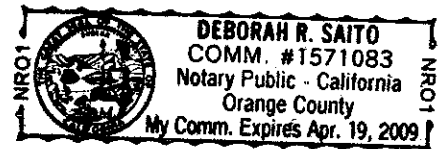
Beverly M. Rager



STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 4th day of October 2006 before me DEBORAH R. SAITO, a
notary public, personally appeared John Scandura, Branch Chief, personally known to
me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed
the same in his authorized capacity, and that by his signature on the instrument the
entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.



Signature Deborah R. Saito

Exhibit A
Parcel I-3 Legal Description

1 In the County of Riverside, State of California, being that portion of Sections 27 and 28 of
2 Township 3 South, Range 4 West, San Bernardino Base and Meridian, also as shown as
3 Parcel 7 on Record of Survey 00-135 filed in Book 110, Pages 30 through 40, inclusive, of
4 Records of Survey, in the County Recorder's Office of said County, more particularly
5 described as follows:

6
7 Beginning at the corner common to Sections 20, 21 28 and 29 of Township 3 South, Range
8 4 West, San Bernardino Base and Meridian; thence South $89^{\circ}40'27''$ East 3,119.50 feet
9 along the northerly line of said Section 28, said Northerly line also being the centerline of
10 Van Buren Boulevard and the westerly prolongation thereof, as established on the map
11 filed in Book 97, Page 57 of Records of Survey in said County Recorder's Office, to the
12 beginning of a curve concave southerly having a radius of 2,999.79 feet; thence leaving
13 said northerly line and continuing along said centerline traveling easterly and southeasterly
14 along said curve 1,542.27 feet through a central angle of $29^{\circ}27'26''$; thence continuing
15 along said centerline South $60^{\circ}13'01''$ East 648.18 feet to the beginning of a curve concave
16 northerly having a radius of 2,999.79 feet; thence southeasterly and easterly along said
17 curve 2,020.86 feet through a central angle of $38^{\circ}35'54''$ to the intersection of said
18 centerline of Van Buren Boulevard with the centerline of Plummer Road as shown on the
19 map filed in Book 84, Page 37 of Records of Survey in said County Recorder's Office, said
20 intersection also being the True Point of Beginning; thence along said centerline of
21 Plummer Road the following 9 courses:

- 2 1. South $08^{\circ}43'56''$ East 38.62 feet to the beginning of a curve concave northwesterly
3 having a radius of 199.96 feet;
- 4 2. southerly, southwesterly and westerly 309.72 feet along said curve through a central
5 angle of $88^{\circ}44'40''$ to the beginning of a reverse curve concave southeasterly having a
6 radius of 224.98 feet, a radial line to said beginning of reverse curve bears
7 North $09^{\circ}59'15''$ West;

1 3. westerly and southwesterly 221.23 feet along said curve through a central angle of
2 56°20'22";
3 4. South 23°40'22" West 799.34 feet to the beginning of a curve concave northwesterly
4 having a radius of 3,499.75 feet;
5 5. southwesterly along said curve 275.93 feet through a central angle of 04°31'02";
6 6. South 28°11'24" West 466.59 feet to the beginning of a curve concave northwesterly
7 having a radius of 824.94 feet;
8 7. southwesterly along said curve 468.14 feet through a central angle of 32°30'53";
9 8. South 60°42'17" West 565.90 feet to the beginning of a curve concave southeasterly
10 having a radius of 369.97 feet;
11 9. southwesterly and southerly along said curve 330.70 feet through a central angle of
12 51°12'52" to the northerly line of the Riverside County Sheriffs Parcel as shown on a
13 map filed in Book 108, Pages 9 through 12, inclusive, of Records of Survey in said
14 County Recorder's Office;
15 thence along said northerly line South 89°04'41" East 340.94 to the westerly line of Tract
16 No. 27155 filed in Map Book 259, Pages 8 through 12, inclusive, of Maps, in said County
17 Recorder's Office; thence along said westerly line
18 North 00°57'15" East 120.57 feet to the northerly line thereof; thence along said northerly
19 line and the easterly prolongation thereof North 89°04'39" East 2499.74 feet; thence
20 North 00°54'44" East 1,203.01 feet; thence North 14°27'56" West 113.76 feet; thence
21 North 00°57'49" East 48.27 feet; thence South 89°02'11" East 102.71 feet; thence
22 North 00°01'43" West 1,455.69 feet to the centerline of said Van Buren Boulevard; thence
23 along said centerline South 63°49'04" West 94.73 feet to the beginning of a curve concave
24 northerly having a radius of 2,999.79 feet; thence westerly along said curve and continuing
25 along said centerline 909.26 feet through a central angle of 17°22'01" to the True Point of
26 Beginning.
27
28 Containing 4,409,604 square feet or 101.23 acres, more or less, based on grid distances.

2 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

3

4 *The distances used in the above description are grid distances based on the California*
5 *Coordinate System of 1983, Zone 6. Multiply distances shown by 1.00007058 to obtain*
6 *ground distances.*

7

8

Exhibit A

Parcel I-3 Legal Survey

(Parcel I-3 is shown as Parcel 7 on the attached Record of Survey)

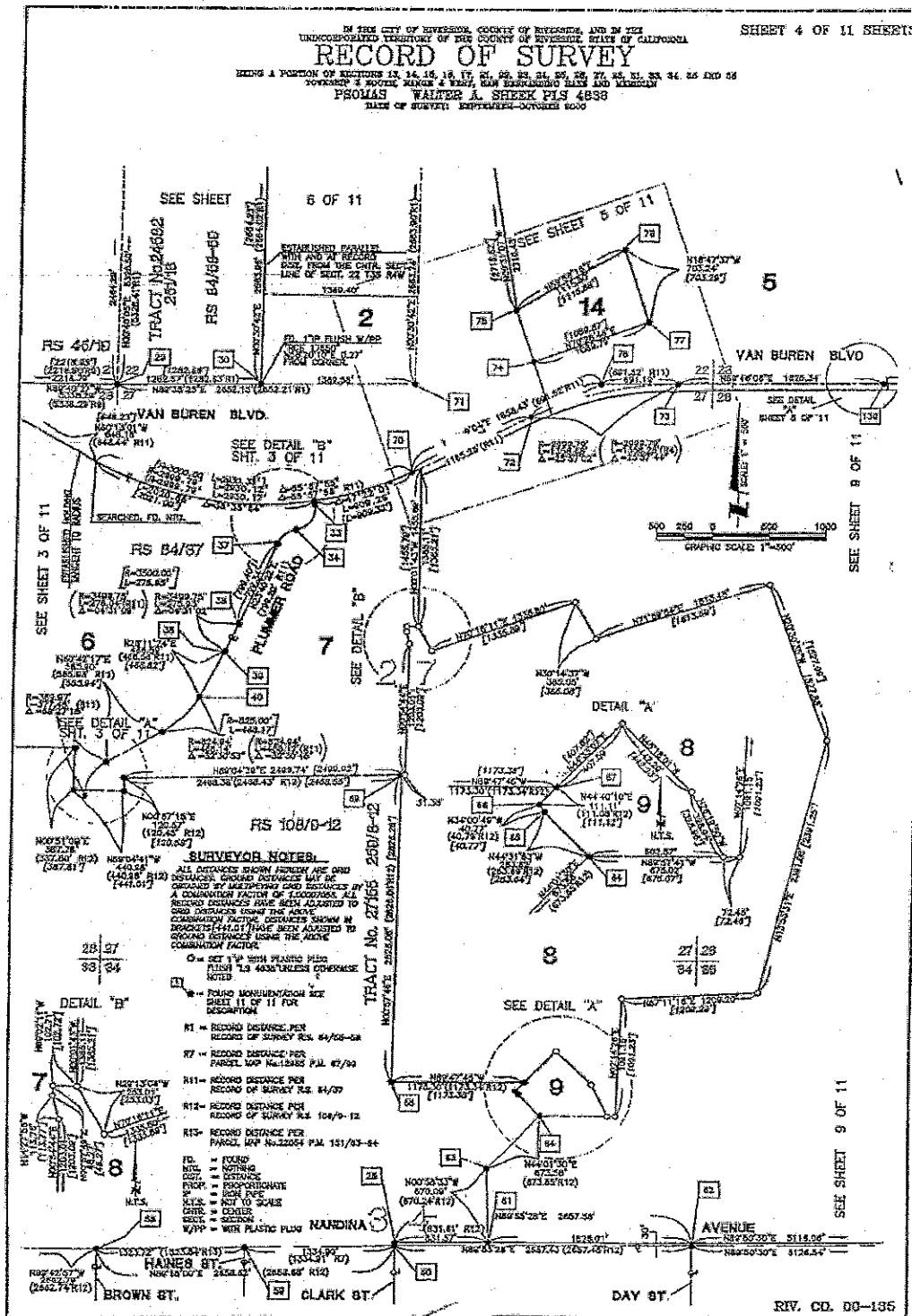


Exhibit B

Site 6 Legal Description

Installation Restoration Program (IRP) Site 6

That portion of Section 27, T3S, R4W, SBM in the County of Riverside, State of California, more particularly described as follows:

Commencing at a centerline EC point in the centerline of Plummer Road at a point labeled 39 as shown on a plat recorded in Book 110 of Records of Survey, at pages 30-40, Official Records of Riverside County, California.

thence S 14°11'39" W, a distance of 100.82 feet to a point on a line parallel to and 30.00 feet from the centerline of Plummer Road, said point being the True Point of Beginning;

thence S 58°47'05" E, a distance of 572.36 feet;

thence N 52°52'28" E, a distance of 1058.65 feet;

thence N 42°38'03" W, a distance of 687.01 feet;

thence S 80°20'16" W, a distance of 471.33 feet to a point on a line parallel to and 30.00 feet from the centerline of Plummer Road; thence along said parallel line the following courses;

S 23°40'22" W, a distance of 25.74 feet to the beginning of a tangent curve, the radius point of which bears N 66°19'38" W, a distance of 3530.00 feet; thence along said curve through a central angle of 4°31'02", a distance of 278.31 feet;

thence S 28°11'24" W, a distance of 466.62 feet to the beginning of a tangent curve, the radius point of which bears N 61°48'36" W, a distance of 855.00 feet; thence along said curve through a central angle of 6°34'13", a distance of 98.05 feet to the True Point of Beginning.

Containing an area of 854,270 ft² or 19.611 Acres

Exhibit "B" hereto attached is a part of this description



210445-06

This description has been prepared by me for the purpose of describing an Environmentally Restrictive Area.

Exhibit B Site 6 Legal Survey

